

2012-2013 e-Rate LA1, WLAN Bidder Selection

Attachment #1

Selection Criteria	Weight	Urban Harvest Partnership		penn systems group, inc.		U-Combination Technology (U.S.A)		Breaker Group		relcomm	
		Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Total Cost				460,168			412,235		235,968.50		293,533
WOLCS Cost				231,306			41,223.50		32,990.85		29,353.30
Cost of Eligible Goods and Services	30	2.00	12%		30%	2.00	12%	4.00	24%	3.00	18%
Experience, Qualifications and Reference Checks	25	3.00	15%		22.50%	4.50	22.50%	4.50	22.50%	3.50	17.50%
Ineligible Cost Factors	20	1.00	4%		20%	2.00	8%	3.00	12%	4.00	16%
Managment Capability	15	3.00	9%		13.50%	3.50	10.50%	4.30	12.90%	3.50	10.50%
Local Vendor	10	5.00	10%		6%	3.00	6%	2.00	4%	1.00	2%

Total	50%	92%	59.00%	75.40%	64%
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Urban Harvest Partnership is a local minority based organization. References indicate strength and experience in Wireless Local Area Networks. Overall cost proposed is too high especially ineligible cost factors. Did not fully follow the RFP requirements, including no signed affidavit. U-Combination Technology (U.S.A) Inc is an experienced e-Rate vendor that installed and implemented the equipment that we are now looking to replace. Located under 20 miles from the school. Overall cost proposed is too high. Personnel listing is inadequate, possible unknown 3rd parties. Breaker Group is also an experienced e-Rate Vendor. Almost followed all the RFP requirements, did not submit vendor affidavit. This vendor would be the back-up choice to penn systems. Cost is appropriate. Some equipment will need to be changed to fit our needs. relcomm's proposal did not meet the requirements of the RFP. The total dollar amounts did not equal the sum of the itemized equipment and services. The overall solution did not fit our needs. penn systems group is the chosen vendor because of cost and technical expertise.



2013-2014 e-Rate LAN/WAN Bidder Selection

Selection Criteria		Torch Communications (GreyStreet)	Penn Systems Group, inc.
Total Cost		\$ 31,200.00	\$ 64,992.00
Hours		208/150	512/100
Unit Cost		150.00	\$ 100.00
WOLCS Cost		\$ 3,120.00	\$ 87.00
	Weight	Raw Score	Raw Score
Cost of Eligible Goods and Services	30	3.50	4.50
Experience, Qualifications and Reference Checks	25	5.00	4.50
Ineligible Cost Factors	20	5.00	5.00
Managment Capability	15	3.00	3.50
Local Vendor	10	3.00	3.00
		81	86
Total		81%	86%

Narratives

GreyStreet provides most of the services needed by the School, especially support for unified communication systems. However their cost per unit hour is higher than PennSystems.

PennSystems provided several hours of remote support that the School may not need. WOLCS will contact them to reduce the hours of support from 416 to 100

Penn Systems is the chosen primary vendor because of their cost effective solution. However this company lacks expertise in Unified Communications therefore, the School will engage

Torch Communications for part of the on-premise support for servers, routers and switches including the Unified Communication System

Evaluation was performed by Samuel Tigah on 3/4/2013



WEST OAK LANE CHARTER SCHOOL
CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

This Agreement, made this **19th day of March, 2012**, by and between the West Oak Lane Charter School (hereinafter "WOLCS"), a Pennsylvania, non-profit corporation with its principal place of business located at 7115 Stenton Avenue, Philadelphia, Pennsylvania, 19138, authorized and approved by the WOLCS Board of Trustees (hereinafter the "Board") and **PennSystems Group, Inc.**, a corporation with its principal place of business at **5068 West Chester Pike, Edgemont, PA 19028** with Service Provider Identification Number (SPIN) 143024804 (hereinafter "CONTRACTOR"). This Agreement represents the entire agreement between the parties with respect to e-Rate Funding Request Number (FRN) 2342022 and there are no collateral oral agreements or understandings.

In consideration of the mutual promises set forth herein, and intending to be legally bound hereby, the parties agree to the following terms and conditions:

1. **SERVICES.**

Beginning on **July 1, 2012 or upon receipt of USAC's funding commitment decision letter as WOLCS shall determine,** CONTRACTOR, and its employees and subcontractors, if applicable, shall provide to WOLCS under the terms and conditions set forth herein, at locations to be designated by WOLCS professional installation of virtual servers, wireless access points, controllers, switches, network cabling, high speed data backup solution, configuration and related services necessary to implement a fully functional, fully integrated Local Area Network and Wireless LAN [hereinafter "the Services"], more particularly described in the scope of services included as Attachment A hereto.

2. **CONTRACTOR'S RESPONSIBILITIES.**

CONTRACTOR'S responsibilities under this Agreement shall include:

- a. CONTRACTOR, and its employees and/or subcontractors, if applicable, shall provide the Services to WOLCS in a qualified, lawful and prompt manner on agreed upon dates and times.

- b. CONTRACTOR, and its employees and/or subcontractors, shall be properly qualified, licensed and credentialed to perform the Services and shall provide WOLCS with verification of credentials prior to the commencement of the Services.
- c. CONTRACTOR shall provide criminal history and child abuse clearance information for CONTRACTOR, and each employee or subcontractor assigned to WOLCS, if applicable, prior to the commencement of Services under this Agreement, in accordance with the applicable Pennsylvania laws and regulations.
- d. Contractor will assign a project manager, who will provide weekly updates to the WOLCS's technical coordinator and the school official in charge to report on project progress.
- e. CONTRACTOR shall pay, when due, all state, federal and local taxes due in connection with CONTRACTOR's compensation under this Agreement.
- f. CONTRACTOR shall pay, when due, all payroll taxes, and worker's compensation and unemployment premiums, as applicable, and shall make all required employee contributions for any and all of CONTRACTOR'S employees assigned to provide services to WOLCS, if applicable. WOLCS will not accumulate, deduct, hold on account or otherwise provide for CONTRACTOR or any of its employees or subcontractors, if applicable, any retirement, health or other benefits.
- g. CONTRACTOR shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to CONTRACTOR's services to WOLCS. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by WOLCS. CONTRACTOR shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing WOLCS the same right to inspect and audit those records as set forth herein.
- h. In addition to the foregoing, CONTRACTOR will create, implement and enforce an internal E-rate audit process that ensures that CONTRACTOR complies with all E-rate program rules and regulations. This process must include the following:
 - i. Separating ineligible project management and other professional services costs, if any, from other charges

- ii. Where labor is involved, maintaining detailed, signed individual timesheets
 - iii. Ensuring that ineligible charges are not submitted to USAC
 - iv. Invoicing to USAC that is consistent with the contract and the District's 470 and 471
 - v. Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
 - vi. Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
 - vii. Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
 - viii. Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
 - ix. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
 - x. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
 - xi. Documenting that E-rate funded services were provided within the allowable contract period and program year
 - xii. Charging proper FRN(s)
 - xiii. Ensuring that invoices and USAC forms are submitted to WOLCS in a timely manner
 - xiv. Ensuring that USAC forms are filled out completely, accurately and on time
 - xv. Ensuring that Forms 472 are signed/dated by CONTRACTOR's representative in a timely manner Maintaining fixed asset list of E-rate-supported equipment provided to WOLCS with detailed information for each item (model number, serial number, product description) and made available to WOLCS in electronic format
- i. Contractor shall execute a waiver of liens in the form set forth as Attachment "B," and will require its subcontractors to do so as well.

3. TERM AND TERMINATION.

- a. The term of this Agreement shall be 12 months (July 1, 2012 – June 30, 2013). WOLCS reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).
- b. WOLCS may terminate this Agreement immediately upon written notice in the event that its School Program is terminated or the funding for the Services is otherwise suspended, reduced or terminated. In the event of termination, WOLCS shall compensate CONTRACTOR for Services actually rendered prior to termination on a pro rata basis.
- c. Any notices of termination of this Agreement shall be given to the other party via hand delivery, certified or registered mail or expedited delivery service such as Federal Express as follows:

If to WOLCS:

WOLCS
Attention: Dr. Debbera Peoples Lee
CEO, WOLCS
7115 Stenton Avenue
Philadelphia, Pennsylvania, 19138
dlee@wolcs.org

If to CONTRACTOR:

Stephen Brooks
5028 West Chester Pike
Edgemont, PA 19028
sbrooks@pennsys.com

- d. Any such notice will be deemed to be given on the date delivered or mailed in the manner described above.

4. PAYMENT.

- a. CONTRACTOR shall invoice WOLCS for the Services in an amount not to exceed one hundred ninety-one thousand, three-hundred forty-seven dollars [\$ 191,347], for the Term of the Agreement (see 3. supra).
- b. CONTRACTOR shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. CONTRACTOR must include

the following information on all invoices to the School for E-rate eligible equipment and/or services:

- i. Date of invoice
 - ii. Date(s) of service
 - iii. Funding Request Number ("FRN")
 - iv. CONTRACTOR's signature on invoice attesting to the accuracy and completeness of all charges
 - v. Detailed description of services performed and materials supplied that matches WOLCS's contract specifications, Form 470 and Form 471 descriptions of same
 - vi. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to WOLCS (non-discounted amount of eligible charges)
 - vii. Invoice on CONTRACTOR's letterhead or on a CONTRACTOR-generated form
 - viii. WOLCS's Billed Entity Number
 - ix. WOLCS's Federal Communications Commission Registration Number
 - x. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
- c. Within fourteen (14) days from the date that CONTRACTOR delivers to WOLCS, E-rate approved materials or services, when delivery of such services triggers a payment obligation under this Agreement, CONTRACTOR must invoice WOLCS for its share of the pre-discounted cost of those materials or services.
- d. CONTRACTOR shall be solely responsible for timely filing invoices with USAC. Accordingly, CONTRACTOR understands and agrees that WOLCS will NOT be liable to CONTRACTOR and CONTRACTOR shall have no recourse against the WOLCS for any discounted amount that CONTRACTOR submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
- e. CONTRACTOR understands and agrees that WOLCS shall not be liable to CONTRACTOR and CONTRACTOR shall have no recourse against the WOLCS for any discounted amount that CONTRACTOR submits to USAC for payment if CONTRACTOR is at fault for USAC's refusal to pay; if WOLCS is at fault, WOLCS shall not be liable to CONTRACTOR and CONTRACTOR shall have no recourse against WOLCS for the amount at issue until both the WOLCS and the CONTRACTOR have exhausted their administrative remedies of appeal to USAC and/or the FCC.

- f. CONTRACTOR shall submit to WOLCS for its review and approval before submitting it to USAC for payment a copy of every invoice that CONTRACTOR intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the WOLCS.
- g. WOLCS shall not unreasonably delay or withhold approval of CONTRACTOR's USAC invoices. As CONTRACTOR is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to WOLCS sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after WOLCS has had a reasonable opportunity to review and approve them.
- h. WOLCS will meet its payment obligation under E-rate agreement FRN no. **2342022** in two payments as follows:
 - i. The first 50% shall be due upon receipt of CONTRACTOR'S invoice.
 - ii. The second half of the payment will be due no later than the 45th day from commencement of the work, or upon completion of the project; whichever comes last.
- i. CONTRACTOR shall (b) remit to WOLCS within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving WOLCS [Reimbursement or "BEAR" Process].
- j. CONTRACTOR understands that E-rate Program rules require it to remit a reimbursement payment to WOLCS within twenty (20) days of receiving it from USAC.
- k. CONTRACTOR further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to WOLCS for any reason. Moreover, CONTRACTOR understands and agrees that its failure to make a reimbursement payment to WOLCS in a timely manner will adversely affect WOLCS's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. CONTRACTOR therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, CONTRACTOR will pay to WOLCS as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.
- l. Except as permitted by E-rate, CONTRACTOR expressly agrees that it will not seek compensation for the Services, rendered to WOLCS, from any other person or entity.

5. INSURANCE.

- a. CONTRACTOR shall maintain insurance coverage in the types and amounts set forth below and comply with the conditions required by WOLCS. CONTRACTOR shall obtain, at its own cost and expense, and maintain in full force during the term of the Agreement, the following insurance coverages with the terms and limits described below, as deemed necessary by WOLCS's insurance carrier. WOLCS is to be named as an additional insured regarding these coverages and shall be provided with at least thirty (30) days written notice of cancellation or material change in coverage. WOLCS has no responsibility for assisting or providing CONTRACTOR with any indirect or direct costs or to provide insurance coverages. CONTRACTOR will provide certificates of insurance evidencing such coverage for review and approval by WOLCS, prior to the commencement of any Services. Any deviation from the insurance specifications below must be approved, in writing, by WOLCS.
- b. The following insurance coverages are required. No payments will be provided to CONTRACTOR until proof of acceptable insurance is provided to WOLCS.

Professional Services Minimum Insurance Requirements:

Comprehensive General Liability

\$1,000,000 each occurrence
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 General Aggregate
 \$2,000,000 Products and Completed Operations Aggregate (Fire)
 \$100,000 Damage to Rented Premises Each Occurrence
 \$5,000 Medical Payments

Commercial Automobile Liability

\$1,000,000 Combined Single Limit of Liability
 Coverage to include Non-Owned Automobile

Workers Compensation Insurance

As required by the Laws of the Commonwealth of Pennsylvania:
 Employers Liability - Each Accident \$100,000
 Employers Liability - Each Employee \$100,000
 Employers Liability - Policy Limit \$500,000

Professional Liability

\$1,000,000 Each Claim

Note: The above limits are the minimum limits acceptable.

6. RELATIONSHIP OF THE PARTIES.

It is expressly understood and agreed that CONTRACTOR, and its employees and/or subcontractors, if applicable, are independent contractors, and not agents, servants or employees of WOLCS for any purpose, including for purposes of Section 22 of Pennsylvania's Workers' Compensation Act, 77 Pa. Stat. Section 1, et seq. It is expressly understood and agreed that CONTRACTOR, and its employees and/or subcontractors, if applicable, are not under the direction and control of WOLCS. Further, CONTRACTOR shall maintain worker's compensation coverage for all eligible employees, if applicable, as directed herein.

7. INDEMNIFICATION.

CONTRACTOR agrees to indemnify, defend and hold harmless WOLCS, its officers, members, Board, agents, servants and/or employees from and against any and all liability arising out of or in any way relating to the Services provided by CONTRACTOR under this Agreement.

8. CONFIDENTIALITY.

CONTRACTOR acknowledges that during the term of this Agreement, CONTRACTOR, and its employees and/or subcontractors, if applicable, may have access to information relating to WOLCS that is confidential and/or proprietary in nature, including but not limited to, computer records and other data relating to WOLCS and WOLCS's students [the "Proprietary Information"]. CONTRACTOR agrees that, with respect to any and all Proprietary Information to which CONTRACTOR, or its employees and/or subcontractors, if applicable, may have access pursuant to this Agreement, CONTRACTOR shall ensure the confidentiality of such Proprietary Information and in doing so will take the same measures to ensure confidentiality as CONTRACTOR would take to protect CONTRACTOR's own confidential or Proprietary Information and as required by law. CONTRACTOR shall ensure that Proprietary Information is not disclosed to any third party for any purpose. CONTRACTOR agrees to return to WOLCS any Proprietary Information in possession of CONTRACTOR, or its employees, if applicable, upon termination of this Agreement regardless of the reason for termination. CONTRACTOR's obligations under its section shall survive the

termination of this Agreement.

9. REMOVAL OF PERSONNEL.

WOLCS shall have the right to request that any of CONTRACTOR's employees and/or subcontractors assigned to provide Services to WOLCS be removed or transferred, upon request, if employees and/or subcontractors are being used in the performance of this Agreement.

10. NON DISCRIMINATION CLAUSE.

CONTRACTOR shall prohibit discrimination in its employment policies based on race, color, religion, creed, ancestry, sex, age, national origin, handicap, military service, marital status and disability.

11. ASSIGNMENT.

This Agreement shall not be assigned by either party.

12. GOVERNING LAW.

This Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

13. THIRD PARTIES.

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either WOLCS or CONTRACTOR.

14. RECORDS.

The CONTRACTOR acknowledges that all documents, forms, reports, software and other items created by the CONTRACTOR, CONTRACTOR's agents and/or employees, if applicable, in the performance of Services for WOLCS are the property of WOLCS, and that title to such proprietary property and all related ownership rights shall remain exclusively with WOLCS. CONTRACTOR agrees to give WOLCS access to any and all items created by CONTRACTOR, to WOLCS, upon reasonable notice.

15. SAFEGUARDS.

The CONTRACTOR shall maintain precautionary measures as well as checks and balances while performing services under this Agreement. A monitoring component shall be in place, allowing WOLCS's designated liaison to independently check on the status of tasks to be completed, amounts of various cash receipts, billings and the completion of reports.

16. INTERPRETATION OF PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. HEADINGS

The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

18. ENTIRE AGREEMENT.

This Agreement constitutes the sole and only agreement between the parties with respect to the subject matter hereof and contains all of the promises, covenants, and agreements between the parties with respect to consulting services. WOLCS reserves the right to enter into similar and/or different consulting arrangements with others. A waiver by any party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. All rights, remedies, undertakings, obligations, and agreements contained in the Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, indemnity, obligation or agreement of either party.

19. SEVERABILITY


The various provisions of this Agreement are severable from each other and from the rest of the Agreement, and in the event that any part of this Agreement shall be held invalid or unenforceable by a court, the remainder of this Agreement shall be fully effective, operative, and enforceable.

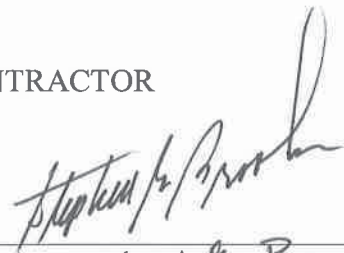
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their respective hand and seal the day and year first written above.

SEALED AND DELIVERED in the presence of:

WOLCS

CONTRACTOR

BY: 
Name: YOLONDA Edwards
Title: DIRECTOR I.T.

BY: 
Name: STEPHEN A. BROOKS
Title: PRESIDENT

Attachment A

1. Prepare operating specifications, environmental requirements, timelines, specifications and installation plan including plan views of all server rooms, MDFs and the elevation views of equipment racks and accessories to ensure limited downtime and a complete “turnkey” installation
2. Validate space requirements and produce electrical and mechanical program requirements for all server rooms
3. Finalize plan view of equipment layouts for network, servers, and wireless network systems
4. Procure all required equipment and deploy them
5. Perform a complete upgrade of WOLCS current network infrastructure by replacing obsolete servers, switches, wireless access points, other network tools and operating systems
6. Provide training on the proper configuration, daily operation and maintenance of the system
7. Provide complete documentation of all installations, configuration warranties and training materials
8. Provide such other products and services as specified on the Item 21 Attachment submitted with E-rate Form 471.

Attachment B

WAIVER OF LIEN / INDEMNIFICATION BY CONTRACTOR

If a subcontractor or supplier of CONTRACTOR files a mechanics' lien or other lien against the Project or makes a claim against any labor or material payment bond delivered by CONTRACTOR with respect to the Project, CONTRACTOR will indemnify and hold WOLCS harmless from and against any and all costs and damages, including reasonable attorneys' fees and disbursements, incurred by WOLCS as a consequence of such lien or claim.

Contingent upon receipt of the payments, described herein, CONTRACTOR hereby waives its right to claim or file a mechanics' lien or any other lien against the Project for any of the labor, materials, or equipment furnished by it or any of its subcontractors or suppliers.

The acceptance of final payment from WOLCS shall constitute a waiver and release of all claims by CONTRACTOR against Owner arising out of CONTRACTOR'S performance of the Contract